

EXHIBIT 4

**LIST OF URJET BACKBONE NETWORK, INC.
OFFICERS AND DIRECTORS**

Jon H. Marple - Chief Executive Officer and Chairman; Director and Officer
Mary Blake - Vice-Chairman and Secretary; Director and Officer
Winston Johnson - Chief Technical Officer; Director and Officer
Jerral R. Pulley - Executive Vice President Marketing; Director and Officer
Robert B. Santore - Director
Jeffrey R. Matsen - Director
Joseph A. Wheelock - Chief Financial Officer; Director
Mark C. Icenhower - Vice President Strategic Accounts; Officer
Joseph M. Bradley - Vice President of Operations; Officer
John J. Nally - Vice President Sales; Officer
Michael E. Phillips - Vice President of Network Operations; Officer
Louis M. DiGregorio - Vice President Network Architecture; Officer
Brandon B. Powell - Executive Vice President and General Counsel; Officer
ijnt.net, Inc. - Sole Shareholder

JON H. MARPLE, J.D., CHAIRMAN.

Mr. Marple's background is in law and management. Upon graduation from the University of Washington College of Law in 1966, Mr. Marple taught Business Law and Constitutional Law in the Ohio State University system while beginning his law practice with George, Greek, King, McMahon and McConnaughy in Columbus, Ohio. Leaving the law firm in 1969, Mr. Marple served as a Senior Trial Attorney for the U.S. Department of Justice in Washington D.C., and worked as an assistant to the Deputy Attorney General. At the Justice Department, Mr. Marple was part of the Government's trial staff on the "Pentagon Papers" case, and participated as trial counsel in several other momentous cases. From Justice, Mr. Marple moved to the Federal Communications Commission, where he served as an assistant to General Counsel, Richard Wiley, and as a Senior Appellate Counsel, representing the FCC before the Federal Courts. During his FCC tenure, several of Mr. Marple's written briefs were presented to the U.S. Supreme Court; and he frequently represented the Commission before Federal Appellate courts in matters pertaining to telecommunications and broadcasting.

In 1972, Mr. Marple moved to the prestigious Washington, D.C. communications law firm of Dow, Lohnes and Albertson, where he practiced communications law for several years before acquiring standard broadcast facility KRKO in Everett, Washington, in 1976. As owner-operator of KRKO, Mr. Marple was involved in all phases of radio programming and operation. One year after his acquisition of the station, KRKO's sales had doubled. Mr. Marple also owned minority interests in several other broadcast properties in the Northwest until 1983.

Over the next several years, Mr. Marple consulted and advised the industry and acquired FCC allocated spectrum, founding Marrco Communications in 1991 to consolidate these activities and holdings. UrJet Backbone Network was incorporated with Mary E. Blake (Mr. Marple and Ms. Blake are husband and wife), in January of 1997. UrJet Backbone Network combined Mr. Marple's knowledge of spectrum allocation and broadcasting with emerging technologies which permitted the use of FCC-allocated spectrum for high-speed Internet access and other broadband functions.

Mr. Marple's chief skills include leadership, management, finance, mergers and acquisitions, FCC spectrum allocation and acquisition, sales, and marketing. He is perhaps the only person in the country who has been a high-level associate at the FCC, a member of a leading communications law firm, and the entrepreneur of broadcasting, Internet, and Web development companies.

Mr. Marple is the father of four and enjoys a wide range of activities including tennis, ocean kayaking, and skiing. He and Ms. Blake live in Newport Beach, California.

MARY E. BLAKE, VICE PRESIDENT, DIRECTOR.

Ms. Blake is the co-founder and a major shareholder of UrJet Backbone Network. After attending Sam Houston State University for two years, Ms. Blake, who was a member of the track team, transferred to her father's and grandfather's alma mater, Texas A&M University in College Station, Texas. For the next two years she was a member of the first co-ed class (class of '75), majoring in Economics with minors in Marketing and Management.

Ms. Blake brings 23 years of business management experience to UrJet Backbone Network. Immediately after college, she managed Channel Pipe & Supply, a small Texas oil & gas company located in Houston, Texas, until she was recruited by Southwestern Bell Telephone Co. There she continued her business education through their world-renowned Management Training Program. While at Southwestern Bell, she worked as a Business Office Supervisor, handling the sales, service, and collection of over 25,000 accounts. Additionally, Ms. Blake worked with Directory Advertising, and conducted a 6-month ergonomic study of Cubicles and Productivity. Ms. Blake also supervised the set-up of the first Word Processing Division and supervised the first Phone Store in the Bell System. She was eventually invited to work in Washington as a Bell lobbyist.

As co-founder, Ms. Blake heads all administrative and "daily" functions of the Company, as well as non-technical system set-ups.

Ms. Blake's interests run to art (she is a collector), design, and gardening. She has extensive experience in yacht design and was featured as an award winning interior yacht designer in *Sea Magazine*.

WINSTON W.D. JOHNSON, CHIEF TECHNICAL OFFICER AND VICE PRESIDENT OF
URJET BACKBONE NETWORK.

Winston Johnson, Chief Technology Officer, has devoted his life to the implementation of network technology and increasing the availability and utility of that technology for the public at large. His personal mission is to develop and deploy technologies that can provide benefits to ordinary people and the less fortunate as well as sophisticated businesses.

Mr. Johnson has been involved in the world of technology since the mid-1970s. He coordinated and integrated the first video telephone and video e-mail applications based on an ATM Network throughout 1994 and 1995, which culminated in the first successful video telephone application on July 28, 1995. Furthermore, Mr. Johnson's expertise in this area has been well recognized by his major clients, such as Pacific Bell and the Whittaker Corporation, who have deployed his contributions into existing high technology products.

Winston Johnson also has an extensive background in the Music Industry. One of his many accomplishments includes the development of the Winsonic Process, a digital compression technology that produces superior sound recordings. The Winsonic Process is also used to retain digitally compressed music and video's true sound and appearance so that it will be of the highest quality when transported over a telecommunications network. Mr. Johnson has also been instrumental in the development of an audio and video transport Network that allows record and film companies, and various other industries, to record and distribute high end voice, data, audio and video files throughout the world.

Winston Johnson received his B.S. degree in Business, with a minor in music, from Florida A&M University in 1980. He also studied music composition at Stetson University, Berkeley Music School and Florida State University. Mr. Johnson has continued and expanded his education on the job, learning at the side of such notable mentors as Dr. David Jensen of Dartmouth University's on Department of Defense projects and Dr. Tom Soon, of Pacific Bell and SBC's development labs. Dr. William George of the USC Radiology Department and Dr. Eisman at Charles R. Drew University were instrumental in Winston's deployment of the first radiology file transport over integrated ATM networks. Mr. Johnson has numerous other "firsts" to his credit, and has been a pioneer in network solution development for 15 years.






5590 Weber Road
Vacaville, Ca. 95687
CBR # 510-387-1674

Joseph M. Bradley

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Objective: President or Senior Officer position within a newly formed company or subsidiary preferably related to the telecommunications, internet, software, or personal computer industry.

Education

-  **Bachelor of Business Administration**
Major in Economics – May, 1992
University of California at Berkeley
-  **Master in Business Administration in Progress**
2 years Completed (96-98) University of California at Davis
-  **Executive Education in Finance and Marketing**
University of Pennsylvania Advanced Management Program – 1995
Wharton School of Business
Philadelphia, Pennsylvania

Skill Summary

Strong Leadership and Interpersonal skills. Large Team Management, Strong Vision and ability to develop strategic initiatives to accomplish goals. Results Oriented. Strong Problem Solving. Public Speaking and Presentation. Portfolio Management and Analysis. Business Planning. Financial Analysis and Strategic Planning. Solid Knowledge of Telecommunications, Internet, Software, and Personal Computer industry.

Work Performance

Pacific Bell, San Ramon, California 11/98 - Present
General Manager, Data Communications Group

Responsible for all operations concerning high end products within the state of California encompassing but not limited to Pacific Bell DSL, and ISDN. The organization encompasses nearly 1,000 employees and growing. The position includes responsibility for all maintenance and provisioning of the products both center support and field technicians. I was brought into the position to improve DSL service performance within an extremely aggressive timeframe; *within 4 months DSL on-time delivery performance had gone from 60% to a record 98% on-time delivery.*

Pacific Bell, San Ramon, California 10/97 – 11/98
Chief Financial Officer – Network Services

Responsible for all financial, strategic, and business planning functions associated with managing a budget of \$1.4 Billion in expense and \$900 Million in capital in the Network Services organization to include instilling financial discipline and providing strategic direction to 21,000 employees with a direct organization of 50 employees. Also responsible for the Market Area Planning Teams within Pacific Bell. This would include \$9 Billion in Revenue and \$8 Billion in Expense with a \$1.3 Billion Net Income Target. *Under my leadership was the first time that Network Services ever made its financial targets resulting in a team award payout of 120%.*



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Objective: *President or Senior Officer position within a newly formed company or subsidiary preferably related to the telecommunications, internet, software, or personal computer industry.*

Work Performance (Continued)

Pacific Bell, Sacramento, California

10/95-10/97

Director of Finance – Network Operations

Responsible for all financial functions associated with managing a budget of \$400 Million in the Network Operations group to include instilling financial discipline and providing leadership to 4,400 employees with a direct staff of 25 employees. Human Resources Director responsibilities include force management, force planning and succession planning. *Received highest organizational award in the company, President's Award for outstanding financial and service results.*

Pacific Bell, Los Angeles, California

4/95-10/95

Marketing/Finance Director – Ethnic Markets Group

Responsible for all financial operations associated with managing \$500 Million in revenue and \$40 Million in expense to include budgeting, project analysis and evaluation, business controls and audit review. Responsible for strategic planning and the use of process management throughout the organization. Primary focus on revenue generation and revenue management. Operation responsibilities included managing the Force Management Center which handled call volumes for six different centers to ensure proper service level delivery to our customers and cost per call targets as well as meeting other efficiency numbers. Center had responsibility of ensuring Service Representatives in Marketing Centers were maximizing resources to fullest extent. *Highest margin improvement within any marketing organization of 56% within 6 months.*

Pacific Bell, Los Angeles, California

3/94 - 4/95

Operations Manager -Customer Service Bureau

Responsible for the business plan creation and financial management of the Customer Service Bureau. This involved managing \$200 Million in expense and \$50M in capital. Primary focus was in accelerated hiring, training, and overtime management of a newly formed organization with and improved rate of customer service defined by the number of trouble tickets resolved with the customer on-line. Operational responsibilities included call center management and process analysis. *Organization exceeded financial savings by \$10 Million and improved up front ticket resolution by 40%.*

Pacific Bell, Los Angeles, California

4/93 - 3/94

Supervisor -Residence Service Center

Responsible for supervising 15 service representatives in the residence business offices. The group was responsible for ordering and collections. Primary focus was placed on revenue generation, closure rate, efficiency index, and customer service. *Upon arrival the overall ranking of my team was last at out of 7 managers, within 8 months we were ranked #1 and set a record for overall efficiency at 90%.*

Pacific Bell, Los Angeles, California

6/92 - 4/93

Advisor- Finance, Sacramento Business Unit

Responsible for financial analysis and expense budgeting for the Sacramento Business Unit, \$500M in expense. *Created the first automated benchmarking system and operational improvement program resulting in closing and end of year expense pressure of \$12M.*

MICHAEL E. PHILLIPS

1999 to Present TACIT COMMUNICATIONS, PRINCIPAL

Responsible for Project Management on major accounts. Specialization in Interconnection Engineering for wireless and wireline networks. Experience includes world-wide system deployments, managing and co-ordinating all aspects of telecommunications network development including systems design and engineering; technology review and selection; facilities acquisition and construction; and equipment installation and optimization.

1997 to 1999 MILLICOM INTERNATIONAL, CHIEF TECHNICAL CONSULTANT

Consultant for Millicom's East African project in Tanzania. Responsible for all RF design, Microwave backbone design, Site Acquisition, Network Construction, Equipment Installation, Network Operation, Maintenance, Ordering of Equipment, Recommending Vendors, Billing System, Network Control Center, and all other engineering applications relating to the project.

Direct responsibility over all of the engineering and operation departments for the entire company. Recently approved a \$24 million construction budget for 1998 TACS build out. Ongoing responsibilities include restructuring company divisions and departments for more efficient project management.

Involved in acquisition of other African cellular operators and/or new markets.

1996 to 1997 COMSTAR CELLULAR, MANAGING DIRECTOR

Comstar operates the first GSM cellular network in West Africa and in the Ivory Coast.

Responsibilities included running all day to day operations of the company. Responsible for constructing all of the cell sites and switching centers for the company's networks. Developed the company's billing system, accounting system, and spread spectrum LAN network interconnecting 3 office locations. Negotiated the first interconnect agreement in the country on behalf of Comstar, hired majority of the company's executive personnel and set up the channels of product distribution and dealer network. Supervisorial responsibility over all company employees.

In addition to the company development and network functions described above, I managed all sales and marketing activities, engineering, and financial aspects of the company on an ongoing basis. There were 4 directors that reported to me with the assigned task of running their departments.

1994 to 1996 LCC. LLC. ARLINGTON, VA, BUSINESS DEVELOPMENT

Responsible for PCS business development for the designated entity market for this technology. Performed network design for all phases of interconnect deployment for all PCS clients in North

America. This includes LEC, IXC, OCC, and tariff agreements. Conducted detailed financial analysis for switch and leased circuit terminations.

Designed affiliate relationship agreements for nation-wide installation roll-out plans for PCS clients that depended upon consultant agreements to deploy their networks. This included certifying all vendors responsible for installing and optimizing electronic equipment.

1992 to 1994 MILLICOM INTERNATIONAL, TECHNICAL CONSULTANT

Responsible for all phases of construction of Millicom's nation-wide cellular telephone network in the Philippines. This included installation of buildings, cellular infrastructure, and microwave systems to all cell sites and the Public Switch Telephone Network.

Directly involved in planning and growth requirement in line with frequency co-ordination to achieve proper channel allocation for minimum interference. Provided equipment forecast for a 10 year \$1 billion capital budget.

This position reported directly to the Vice-Chairman and was responsible for 85 employees.

1990 to 1992 PHILLIPS CONSULTING CO., LOS ANGELES CA, PRESIDENT

Set up networks for telecommunication companies with specialization in cellular network design including all Telco interconnection, IXC, LEC, and OCC traffic connections.

Proficiency in "least cost routing" and route diversity. Developed cost models on present services with figures for alternative interconnect method load and capacity.

Performed microwave feasibility studies and recommended path connection. Co-ordinated microwave vendor installations for new cellular locations.

**1989 to 1990 WILLIAMS TELECOMMUNICATION, LOS ANGELES DISTRICT
SUPERVISOR**

Responsible for WTC Operations Department projects and personnel within a district comprised of a fiber optic network composed of multiple NEC 560 MB systems from Kansas City to Los Angeles. This also included a 1.2 GB over-build between Los Angeles and San FranStar Telecom.

Position entailed job title development, setting of performance objectives, hiring of new personnel, and budget management.

Also responsible for ensuring all field technicians and area supervisors were performing to WTC standards.

1987 to 1989 SYSTEM ONE, HOUSTON TX., MANAGER ENGINEERING SUPPORT

Member of planning and design team for Texas Air affiliates Continental and Eastern Airlines. This included fiberoptic, voice, and data networks (approximately 10,000 fiber miles).

Network installation and trouble shooting responsibility for ten city hub sites throughout the nation. Each site was designed with two Signalling System 7 interface platforms.

Interface with regional carriers and local exchange carriers.

1984 to 1987 GTE MOBILNET, HAYWARD CA., TECHNICAL SUPERVISOR

Joined company as a System Engineer and was promoted to Technical Supervisor directly accountable for the start-up and management of the GTE Mobilnet Cellular Network in San FranStar Telecom/San Jose Bay Area.

Responsibilities included maintenance and operation of all switching, transmission, data, testing, and ancillary equipment. This included maintaining relationships with the various interconnecting carriers.

**1983 to 1984 ATLANTIC RICHFIELD, LOS ANGELES CA., NETWORK
CONTROLLER**

Maintained six earth stations for corporate voice, data, and video communications.

Maintained one of four tandem voice switches for internal communications.

Researched and resolved corporate communication problems.

**1977 to 1983 GENERAL TELEPHONE, SANTA MONICA, CA, COMMUNICATION
TECHNICAN**

Installed and repaired all trunking network interface equipment for a toll tandem network. Maintained computerized switching equipment.

Researched/diagnosed trouble areas in hardware, software, and trunking.

Assigned in conversion from Matrix Switch to a 4 ESS full digital technological switch.

1976 to 1982

CALIFORNIA AIR NATIONAL GUARD, COMPTON CA
COMMUNICATION SUPERVISOR

Trained new recruits. Installed and maintained all base communications.

ACADEMIC EDUCATION

University California Los Angeles

Telecommunications Engineering

Los Angeles City College

Business Administration

United States Air Force

Telecommunications Science

LOUIS DiGREGORIO**Statement of Qualifications****Overview of Skills:**

Project Management... Network Engineering... E911... Switching... SS7 Signaling... Trunking... Cable Plant... CATV... Emergency Disaster Planning... Satellite... Voice... Data... Video... Fiber Optics... Microwave... Digital/Analog... Two-Way Radio... Multiplexing... Management Systems... Billing Systems... ATM... PCS... CDMA... TDMA... LANS... X25... TCPIP... SNA... ISDN

1997 to Present TELIGENT NETWORK ENGINEER (CONTRACTOR)

Teligent is a CLEC providing local dial-tone over a microwave radio / ATM network. Teligent utilizes Wireless Access nodes, Northern Telecom's Magellan Passport ATM switch and a DMS-250 to transport and process Voice and Data over their network.

Responsibilities include:

- Project Management of Telecommunications Projects
- E911 Management
- Network Engineering & Design of Voice & Data networks.
- Management and planing for NPA/ NXX Codes, and serving rate centers.
- Design of Entrance Facilities, E911, PSTN Tandem, and SS7 Interconnect.
- Management and design of Transmissions networks (Microwave, Sonet Ring, ATM)
- Provisioning of Switch, DACS, and Transmission equipment.
- Circuit design, Inventory and management of circuits.
- Interface with LEC's, IXC's, and Long Distance Carriers.

1996 to 1997 SPRINT PCS INTERCONNECT ENGINEER

Sprint PCS provides mobile telephone service using CDMA technology. Mobile. Calls are made to cell and transported to centralized switches (Lucent 5E) via fiber and Microwave facilities.

Responsibilities included:

- Project management for implementation of Transmission networks.
- Network & Emergency disaster planing.
- Engineering & Design of Entrance facilities, PSTN, SS7.
- Transmissions networks (Microwave, SONET Ring,)
- Provisioning of Switch, DACS, and Transmission equipment.
- Manager for circuit ordering & provisioning.
- Interface with LEC's, IXC's, and Long Distance Carriers.
-

1995 to 1996 (CP&L) CAROLINA POWER & LIGHT
NETWORK ENGINEER (CONTRACTOR)

Carolina Power & Light provides power to cities in North Carolina, South Carolina, and Tennessee. Carolina Power & Light provides telecommunications services to its customer centers and power plants over its extensive fiber backbone.

Responsibilities Included:

- Project management of telecommunications projects.
- Network engineering on CP&L's fiber and microwave network
- Circuit design, and provisioning of transmission equipment.
- Battery Power Plant design.

1995 to 1995 GE CAPITAL RESCOM PROJECT MANAGER (CONTRACTOR)

GE Capital RESCOM provides telephone and cable TV services to apartment complexes across the USA.

Responsibilities Included:

- Project management for the implementation of a new Billing System..
- Management of GE Capital personnel.
- Managed the integration of new customers with the billing and E911/ALI database.
- Interfacing with computer programmers to write code to rate telephone calls, produce revenue reports, and to inventory customer databases.

1986 to 1995 COUNTY OF ORANGE SENIOR TELECOM ENGINEER

1986 the County of Orange implemented a private telephone network (OCTNET). The network implementation consisted of the installation and integration of 26 NTI PBX switches, and SL 100 Central office Switch, a Microwave / fiber back-haul Network, and a telephone management system.

Responsibilities Included

Project management of Orange County's telecommunications projects.

- Network engineering and design for OCTNET voice and data projects.
- Writing Technical Specs for Request for Proposals (RFP)
- Reviewing request For Quotes (RFQ)
- Emergency disaster planing
- Manager of the county Customer Care / Network Control Center.
- Managed Data Backups, the monthly production of telephone billing, and revenue reports.

- Responsible for testing software functionality of the management system.

1981 to 1986

ATLANTIC RICHFIELD CORPORATION TELECOM ENGINEER

Arco's nation wide network provided voice and data services to their regional Hubs across the USA. Traffic was back-hauled via a nation wide Microwave backbone system and a Digital satellite system with earth stations in Phila. PA., Denver CO, Plano TX, Los Angeles CA and Anchorage Alaska.

Responsibilities Included

- Provide maintenance and support for ARCO'S nation wide telecommunications network.
- Alarm monitoring, diagnosing of troubles, and performing remote diagnostics from the Los Angeles Network Control Center.
- Administrate ARCO's Satellite System (TDMA)
- Maintenance of switch, multiplex, microwave, and earth station equipment Los Angeles.
- Work with programmers to write code and test ARCO's Management system CMS.

ACADEMIC EDUCATION / TECHNICAL TRAINING

Radio Electronic Technical Schools (R.E.T.S.)

ASSOCIATE IN ARTS (AA) DECREE

NABER; National Association of Business and Educational Radio

FCC General Radio / Telephone Operator' License

TRAINING & CERTIFICATION

Lucent

CL 3800: SESS - PCS Macro Cell Engineering

CL 100: SESS Traffic Engineering

DDM-2000 OC-3 Fiber Multiplexer

FT-2000 OC-48 Fiber Multiplexer

Northern Telecom

Magellan

Northern

SI-100 LAN Star Data

ATM Switch

OC12/ OC48 Fiber MUX

SL-1 NT Installation and Maintenance

SI-1 Maintenance and engineering

Digital Corporation
New Bridge
ITT
TeleSystems
Farinon

VMS Utilities and Commands
3600/3645 T1 Multiplexers
PCM / D448 Maintenance
TDMA Satellite Operations
DM4A - 90 Microwave Radio
MX-3 Multiplexers, Qwest, Local Area Networks

MANAGEMENT TRAINING

County Of Orange

Interactive Management
Effective Supervision

BRANDON POWELL, GENERAL COUNSEL.

Mr. Powell has served as general counsel and in general business administration and planning with UrJet Backbone Network since June, 1998. Mr. Powell is a member of the California and New Mexico State Bar Associations and has broad experience in corporate and business law, contracts, construction law, civil litigation and estate planning and administration.

During private practice with Langlois, MacDonald & Webster of Sacramento, Coryell, Hickey & Ives of Santa Fe, New Mexico and the Powell Law Firm of Albuquerque, Mr. Powell represented a diverse clientele in cases involving estate, employment and business law, probate disputes, personal injury, and other matters in State and Federal Courts at the trial and appeals levels, including practice before the New Mexico Supreme Court.

He received the Lawyers Care Pro Bono Award from the New Mexico Bar Association in 1996 for extensive service to developmentally disabled clients. Mr. Powell has represented public and private corporations and individuals in general business, litigation and taxation matters. As an associate attorney with Langlois, MacDonald & Webster in Sacramento, CA, where he gained much of his experience in estate planning, municipal law, and personal injury. Mr. Powell was also a law clerk with Littler, Mendelson, Fastiff, Tichy & Mathiason, a national labor and employment law firm, in its San Francisco headquarters.

Mr. Powell holds a juris doctorate from the University of the Pacific's McGeorge School of Law in Sacramento. He earned the American Jurisprudence Award in estate planning and is a member of the Federalist Society. He received his pre-law education at California State University, Fullerton, Brigham Young University and the University of California Irvine, majoring in German, in which he maintains fluency. Mr. Powell also completed a minor in marine biology, culminating in a cooperative research project with the University of Washington Marine Laboratory at Friday Harbor.

CRAIG A. HEWITT, CHIEF FINANCIAL OFFICER.

Mr. Hewitt possesses a graduate level educational background in finance and accounting from California State University Fullerton. Mr. Hewitt studied marketing, computer science and management at the undergraduate level, also at California State University Fullerton.

His professional experience spans more than twelve years in the finance and accounting field. Mr. Hewitt has experience in asset management, wholesale distribution, retail, healthcare and particularly high technology and computer software.

His position within the organization encompasses finance and operations, with substantial involvement in the company's mergers and acquisitions.

Prior to UrJet Backbone Network, Mr. Hewitt facilitated a quarter billion dollar merger in the computer software industry where HNC Software of San Diego, CA acquired CompReview, Inc. of Newport Beach, CA.

Mr. Hewitt has been involved in preparing several companies for mergers, initial public offerings, obtaining financing, and entering into partnership and joint venture arrangements. Mr. Hewitt sits on the board of directors of Metallurgical Testing Laboratories of City of Industry, CA. He also is a member of the Financial Executives Institute, Orange County, CA chapter.

EXHIBIT 5

URJET BACKBONE NETWORK, INC.

REGULATIONS AND SCHEDULE OF CHARGES APPLYING
TO LOCAL RESALE COMMUNICATIONS SERVICES
WITHIN THE STATE OF ILLINOIS

Issued: _____ Effective: _____
Issued By: Brandon B. Powell, Esq., Executive Vice President
URJET Backbone Network, Inc.
2030 Main Street, 5th Floor
Irvine, CA 92614

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URJET Backbone Network, Inc.
2030 Main Street, 5th Floor
Irvine, CA 92614

Section 1 - APPLICATION OF TARIFF

1.1 Application of Tariff

This Tariff sets forth the regulations and rates applicable to services provided by URJET Backbone Network, Inc., as follows:

The furnishing of intrastate communications services by virtue of one-way and/or two-way information transmission between points within the State of Illinois.

1.1.1 Service Territory

URJET Backbone Network, Inc. will provide service in areas located in the State of Illinois serviced by the Local Exchange Carriers whose services it will resell.

1.1.2 Availability

Service is available where facilities permit.

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Section 2 - GENERAL RULES AND REGULATIONS

2.1 USE OF FACILITIES AND SERVICE

2.1.1 Obligation of the Company

In furnishing service, the Company does not undertake to transmit messages, but furnishes the use of its facilities to its customers for communications.

The Company's obligation to furnish facilities and service is dependent upon its ability (a) to secure and retain, without unreasonable expense, suitable facilities and rights for the construction and maintenance of the necessary circuits and equipment; (b) to secure and retain, without unreasonable expense, suitable space for its plant and facilities in the building where service is or will be provided to the customer; or (c) to secure reimbursement of all costs where the owner or operator of a building demands relocation or rearrangement of plant and facilities used in providing service therein.

The Company shall not be required to furnish, or continue to furnish, facilities or service where the circumstances are such that the proposed use of the facilities or service would tend to adversely affect the Company's plant, property or service.

The Company reserves the right to refuse an application for service made by a present or former customer who is indebted to the Company for service previously rendered pursuant to this Tariff until the indebtedness is satisfied.

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Section 2 - GENERAL RULES AND REGULATIONS (cont'd)

2.1 USE OF FACILITIES AND SERVICE (cont'd)

2.1.2 Limitations on Liability

a. Indemnification by Customer

The customer and any authorized or joint users, jointly and severally shall indemnify, defend and hold the Company harmless against claims, loss, damage, expense (including attorneys' fees and court costs) for libel, slander, or infringement of copyright arising from the material transmitted over its facilities; against claims for infringement of patents arising from combining with, or using in connection with, facilities of the Company, equipment and systems of the customer; and against all other claims arising out of any act or omission of the customer in connection with facilities provided by the Company or the customer. In the event any such infringing use is enjoined, the customer, authorized user or joint user at its option and expense, shall obtain immediately a dismissal or stay of such injunction, obtain a license or other agreement so as to extinguish any claim of infringement, or terminate the claimed infringing use or modify such infringement.

b. Customer-Provided Equipment

The service and facilities furnished by the Company are subject to the following limitations: the Company shall not be liable for damage arising out of mistakes, omissions, interruptions, delays, errors or defects in transmission or other injury, including but not limited to injuries to persons or property from voltages or currents transmitted over the facilities of the Company caused by customer-provided equipment or premises wire.

c. Use of Facilities of Other Companies

When the facilities of other companies are used in establishing a connection, the Company is not liable for any act, error, omission, or interruption caused by the other company or their agents or employees. This includes the provision of a signaling system database by another company.

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Section 2 - GENERAL RULES AND REGULATIONS (cont'd)

2.1 USE OF FACILITIES AND SERVICE (cont'd)

2.1.3 Use Of Service

Any service provided under this Tariff may be resold to or shared (jointly used) with other persons at the customer's option. The customer remains solely responsible for all use of service ordered by it or billed to its telephone number(s) pursuant to this Tariff, for determining who is authorized to use its service, and for promptly notifying the Company of any unauthorized use. The customer may advise its customers that a portion of its service is provided by the Company, but the customer shall not represent that the Company jointly participates with the customer in the provision of the service.

2.1.4 Use and Ownership of Equipment

The Company's equipment, apparatus, channels and lines shall be carefully used. Equipment furnished by the Company shall remain its property and shall be returned to the Company whenever requested, within a reasonable period following the request, in good condition, reasonable wear and tear accepted. The customer is required to reimburse the Company for any loss of, or damage to, the facilities or equipment on the customer's premises, including loss or damage caused by agents, employees or independent contractors of the customer through any negligence.

2.1.5 Directory Errors

In the absence of gross negligence or willful misconduct and except for the allowances stated below, no liability for damages arising from errors or mistakes in or omissions of directory listings, or errors or mistakes in or omissions of listings obtainable from the directory assistance operator, including errors in the reporting thereof, shall attach to the Company.

An allowance for errors or mistakes in or omissions of published directory listings or for errors or mistakes in or omissions of listings obtainable from the directory assistance operator shall be given as follows:

- a) Free Listings: For free or no-charge published directory listings, credit shall be given at the rate of two times the monthly tariff rate for an additional or charge listing for each individual, auxiliary or party line, PBX trunk or Centrex attendant loop affected, for the life of the directory or the charge period during which the error, mistake or omission occurs.

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Section 2 - GENERAL RULES AND REGULATIONS (cont'd)

2.1 USE OF FACILITIES AND SERVICE (cont'd)

2.1.5 Directory Errors

- b) Charge Listings: For additional or charge published directory listings, credit shall be given at the monthly tariff rate for each such listing for the life of the directory or the charge period during which the error, mistake or omission occurs.
- c) Operator records: For free or charge listings obtainable from records used by the directory assistance operator, upon notification to the Company of the error, mistake or omission in such records by the subscriber, the Company shall be allowed a period of three business days to make a correction. If the correction is not made in that time, credit shall be given at the rate of 2/30ths of the basic monthly rate for the line or lines in question for each day thereafter that the records remain uncorrected. (Where Centrex attendant loops are involved, credit shall be given at the rate of 2/30ths of the basic monthly rate for PBX trunks.)
- d) Credit limitation: The total amount of the credit provided for the preceding paragraphs 1, 2, and 3 shall not exceed, on a monthly basis, the total of the charges for each charge listing plus the basic monthly rate, as specified in paragraph 3, for the line or lines in question.
- e) Definitions: As used in Paragraphs 1, 2, 3, and 4 above, the terms "error," "mistake" or "omission" shall refer to a discrepancy in the directory listing or directory assistance records which the Company has failed to correct and where the error affects the ability to locate a particular subscriber's correct telephone number. The terms shall refer to addresses only to the extent that an error, mistake or omission of an address places the subscriber on an incorrect street or in an incorrect community.
- f) Notice: Such allowances or credits as specified in Paragraphs 1, 2, and 3 above, shall be given upon notice to the Company by the subscriber that such error, mistake or omission has occurred; provided, however, that when it is administratively feasible for the Company to have knowledge of such error, mistake or omission, the Company shall give credit without the requirement of notification by the subscribers.

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Section 2 - GENERAL RULES AND REGULATIONS (cont'd)

2.2 MINIMUM PERIOD OF SERVICE

The minimum period of service is one month except as otherwise provided in this Tariff. The customer must pay the regular tariffed rate for the service they subscribe to for the minimum period of service. If a customer disconnects service before the end of the minimum service period, that customer is responsible for paying the regular rates for the remainder of the minimum service period. When the service is moved within the same building, to another building on the same premises, or to a different premises entirely, the period of service at each location is accumulated to calculate if the customer has met the minimum period of service obligation.

If service is terminated before the end of the minimum period of service as a result of condemnation of property, damage to property requiring the premises to be abandoned, or by the death of the customer, the customer is not obligated to pay for service for the remainder of the minimum period.

If service is switched over to a new customer at the same premises after the first month's service, the minimum period of service requirements are assigned to the new customer if the new customer agrees in writing to accept them. For facilities not taken over by the new customer, the original customer is responsible for the remaining payment for the minimum service period in accordance with the terms under which the service was originally furnished.

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Section 2 - GENERAL RULES AND REGULATIONS (cont'd)

2.3 FLEXIBLE PRICING

2.3.1 General

Flexible Pricing sets minimum and maximum rates that can be charged for telephone service. The Company may change a specific rate within the range of the established minimum and maximum rates on one day's notice to customers and the Public Service Commission.

2.3.2 Conditions

- a. The Company reserves the right to change prices at any time subject to regulatory requirements by filing a revised Rate Attachment with the Commission.
- b. Individual written notice to Customers of rate changes shall be made in accordance with Commission regulations. Where there are no regulations, notification will be made in a manner appropriate to the circumstances involved.
- c. A rate shall not be changed unless it has been in effect for at least thirty (30) days.
- d. A customer can request that the Company disconnect service that is provided under the Flexible Pricing due to a price increase. The customer will be credited for the difference between the new price and the old price retroactive to the effective date of the price increase if the customer notifies the Company of its desire to disconnect service within 20 days of receiving notification of the price increase.

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Section 2 - GENERAL RULES AND REGULATIONS (cont'd)

2.4 PAYMENT FOR SERVICE RENDERED

2.4.1 Responsibility for All Charges

Any applicant for facilities or service may be required to sign an application form requesting the Company to furnish the facilities or service in accordance with the rates, charges, rules and regulations from time to time in force and effect. The customer is responsible for all local and toll calls originating from the customer's premises and for all calls charged to the customer's line where any person answering the customer's line agrees to accept such charge.

2.4.2 Deposits

Subject to special provisions as may be set forth below and in Sections 2.10 and 2.11 of this Tariff, any applicant or customer whose financial responsibility is not established to the satisfaction of the Company may be required to deposit a sum up to an amount equal to the total of the estimated local service and intraLATA toll charges for up to two months for the facilities and service. If the minimum period of service for the requested facilities and service is more than one month, as specified in this Tariff, the customer may also be required to deposit a sum up to an amount equal to the total charges for service for the minimum service period less any connection charge paid by the customer.

The fact that a deposit has been made shall in no way relieve the applicant or customer from complying with the Tariff regulations for the prompt payment of bills on presentation. Each applicant from whom a deposit is collected will be given a certificate of deposit and circular containing the terms and conditions applicable to deposits, in accordance with the Rules and Regulations of the Commission pertaining to customer deposits.

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Section 2 - GENERAL RULES AND REGULATIONS (cont'd)

2.4 PAYMENT FOR SERVICE RENDERED (cont'd)

2.4.2 Deposits (cont'd)

a. Interest on Deposits

Simple interest at the rate specified by the Commission shall be credited or paid to the customer while the Company holds the deposit.

b. Inadequate Deposit

If the amount of a deposit is proven to be less than required to meet the requirements specified above, the customer shall be required to pay an additional deposit upon request.

c. Return of Deposit

When a deposit is to be returned, the customer may request that the full amount of the deposit be issued by check. If the customer requests that the full amount be credited to amounts owed the Company, the Company will process the transaction on the billing date and apply the deposit to any amount currently owed to the Company, and return any remaining amount of the deposit to the customer by check.

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Section 2 - GENERAL RULES AND REGULATIONS (cont'd)

2.4 PAYMENT FOR SERVICE RENDERED (cont'd)

2.4.3 Payment of Charges

Charges for facilities and service, other than usage charges, are due monthly in advance. All other charges are payable upon request of the Company. Bills are due on the due date shown on the bill and are payable at any business office of the Company, by U.S. Mail, or at any location designated by the Company. If objection is not received by the Company within three months after the bill is rendered, the items and charges appearing thereon shall be determined to be correct and binding upon the customer. A bill will not be deemed correct and binding upon the customer if the Company has records on the basis of which an objection may be considered, or if the customer has in his or her possession such Company records. If objection results in a refund to the customer, such refund will be with interest at the greater of the unadjusted customer deposit rate or the applicable late payment rate, if any, for the service classification under which the customer was billed. Interest will be paid from the date when the customer overpayment was made, adjusted for any changes in the deposit rate or late payment rate, compounded monthly, until the overpayment is refunded. Notwithstanding the foregoing, no interest will be paid by the Company on customer overpayments that are refunded within 30 days after the overpayment is received by the Company.

Where an objection to the bill involves a superseded service order, the items and charges appearing on the bill shall be deemed to be correct and binding upon the customer if objection is not received by the Company within two months after the bill is rendered.

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Section 2 - GENERAL RULES AND REGULATIONS (cont'd)

2.4 PAYMENT FOR SERVICE RENDERED (cont'd)

2.4.4 Return Check Charge

When a check which has been presented to the Company by a customer in payment for charges is returned by the bank, the customer shall be responsible for the payment of a Returned Check Charge of \$10.00.

2.4.5 Late Payment Charges

- a. Customer bills for telephone service are due on the due date specified on the bill. A customer is in default unless payment is made on or before the due date specified on the bill. If payment is not received by the customer's next billing date, a late payment charge of 1.5% will be applied to all amounts previously billed under this Tariff, excluding one month's local service charge, but including arrears and unpaid late payment charges.
- b. Late payment charges do not apply to those portions (and only those portions) of unpaid balances that are associated with disputed amounts. Undisputed amounts on the same bill are subject to late payment charges if unpaid and carried forward to the next bill.
- c. Late payment charges do not apply to final accounts.
- d. Late payment charges do not apply to government agencies of the State of Illinois. These agencies are required to make payment in accordance with the provisions of the State Finance Law.

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Section 2 - GENERAL RULES AND REGULATIONS (cont'd)

2.4 PAYMENT FOR SERVICE RENDERED (cont'd)

2.4.6 Customer Overpayments

The Company will provide interest on customer overpayments that are not refunded within 30 days of the date the Company receives the overpayment. An overpayment is considered to have occurred when payment in excess of the correct charges for service is made because of erroneous Company billing. The customer will be issued reimbursement for the overpayment, plus interest, or, if agreed to by the customer, credit for the amount will be provided on the next regular Company bill. The rate of interest shall be the greater of the customer deposit interest rate or the Company's applicable Late Payment Charge.

Interest shall be paid from the date when overpayment was made, adjusted for any changes in the deposit rate or late payment rate, and compounded monthly, until the date when the overpayment is refunded. The date when overpayment is considered to have been made will be the date on which the customer's overpayment was originally recorded to the customer's account by the Company.

2.5 INSTALLATION SERVICE

The Company provides a Half-Day Installation Plan, which offers customers half-day appointments (i.e., morning/afternoon or a rolling interval) for connection of Commission regulated service involving a customer premise visit.

2.6 ACCESS TO CUSTOMER'S PREMISES

The customer shall be responsible for making arrangements or obtaining permission for safe and reasonable access for Company employees or agents of the Company to enter the premises of the customer or any joint user or customer of the customer at any reasonable hour for the purpose of inspecting, repairing, testing or removing any part of the Company's facilities.

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Section 2 - GENERAL RULES AND REGULATIONS (cont'd)

2.7 TELEPHONE SURCHARGES

2.7.1 General

In addition to the rates and charges applicable according to the rules and regulations of this Tariff, various surcharges apply to the customer's monthly bill statement as outlined in 2.7.2 and 2.7.3 below. If there are surcharge rates applicable to a particular city, village, town or county tax district or other jurisdictional taxing entity, the rate will be listed on Statement 1 which is at the end of this section.

2.7.2 Surcharge For State Gross Income and Gross Earnings Taxes

A monthly surcharge to recover the additional expense related to the State Gross Income and Gross Earnings Taxes applies to the recurring and nonrecurring rates and charges for all intrastate service except returned check charges, late payment charges and rates for local coin calls. The applicable Gross Revenue Surcharge rates are shown on Statement 2 which is at the end of this section. Any changes to these rates will be filed on 15 days' notice to customers and the Commission, and as directed by the Commission. Whenever the state levies a new tax on the Company's gross revenues, repeals such a tax, or changes the rate of such a tax, the Commission may approve new surcharge factors, and the Company will file a revised statement as directed or approved by the Commission.

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Section 2 - GENERAL RULES AND REGULATIONS (cont'd)

2.7 TELEPHONE SURCHARGES (cont'd)

2.7.3 Village or Municipal Surcharge On Local Utility Gross Revenue Taxes

In certain cities and villages a municipal surcharge related to the Local Utility Gross Revenue Taxes applies to the recurring and nonrecurring rates and charges for all intrastate service except returned check charges, late payment charges and rates for local coin calls. The percentage rate of the surcharge in each locality where such a surcharge applies is listed on Statement 3 which is at the end of this section.

The surcharge statement shall be filed at least fifteen business days before the effective date. The effective date of the statement shall not be prior to the effective date of the surcharge and no sooner than the date when the tax enactment is filed with the Secretary of State. The surcharge shall be applicable to bills subject to the tax enactment that are rendered on or after the effective date of the statement. If the tax enactment either ceases to be effective or is modified so as to reduce the tax rate, the surcharge will be changed accordingly within 5 business days.

Introduction, cancellation, or modification of a surcharge will be effective on the date of the customer's first bill rendered after the effective date of the change.

2.8 [RESERVED FOR FUTURE USE]

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Section 2 - GENERAL RULES AND REGULATIONS (cont'd)

2.9 SUSPENSION OR TERMINATION OF SERVICE

2.9.1 Suspension or Termination for Nonpayment

In the event that any bill rendered or any deposit required is not paid, the Company may suspend service or terminate service until the bill or the required deposit has been paid. If service is suspended or terminated for nonpayment, the customer will be billed a Connection Charge as well as any payment due and any applicable deposits upon reconnection.

- A. Termination shall not be made until at least 20 days after written notification has been mailed to the billing address of the customer.
- B. Suspension will not be made until at least 8 days after written notification has been mailed to the customer and 20 days before the termination notice.

Telephone service shall only be suspended during the hours between 8:00 AM and 4:00 PM, Monday through Thursday. It shall not be suspended or terminated for nonpayment on weekends, public holidays, other federal and state holidays proclaimed by the President or the Governor, or on days when the main business office of the Company is not open for business, or during the periods from December 23rd through December 26th or December 30th through January 1st.

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Section 2 - GENERAL RULES AND REGULATIONS (cont'd)

2.9 SUSPENSION OR TERMINATION OF SERVICE (cont'd)

2.9.2 Exceptions to Suspension and Termination

Telephone service shall not be suspended or terminated for:

- a. Nonpayment of bills rendered for charges other than telephone service or deposits requested in connection with telephone service;
- b. Nonpayment for service for which a bill has not been rendered;
- c. Nonpayment for service which have not been rendered;
- d. Nonpayment of any billed charge which is in dispute or for the nonpayment of a deposit which is in dispute during the period before a determination of the dispute is made by the Company in accordance with Company's complaint handling procedures.

Telephone service may be suspended or terminated for nonpayment of the undisputed portion of a disputed bill or deposit if the customer does not pay the undisputed portion after being asked to do so.

- e. Nonpayment of backbilled amounts as outlined in 2.11.12.

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Section 2 - GENERAL RULES AND REGULATIONS (cont'd)

2.9 SUSPENSION OR TERMINATION OF SERVICE (cont'd)

2.9.3 Verification of Nonpayment

Telephone service shall not be suspended or terminated for nonpayment of a bill rendered or a required deposit unless:

- a. The Company has verified, in a manner approved by the Public Service Commission, that payment has not been received at any office of the Company or at any office of an authorized collection agent through the end of the period indicated in the notice, and
- b. The Company has checked the customer's account on the day that suspension or termination is to occur to determine whether payment has been posted to the customer's account as of the opening of business on that day.

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Section 2 - GENERAL RULES AND REGULATIONS (cont'd)

2.9 SUSPENSION OR TERMINATION OF SERVICE (cont'd)

2.9.4 Termination For Cause Other Than Nonpayment

a. General

The Company, after notice in writing to the customer and after having given the customer an appropriate opportunity to respond to such notice, may terminate service and sever the connection(s) from the customer's premises under the following conditions:

1. in the event of prohibited, unlawful or improper use of the facilities or service, or any other violation by the customer of the rules and regulations governing the facilities and service furnished, or
2. if, in the judgment of the Company, any use of the facilities or service by the customer may adversely affect the Company's personnel, plant, property or service. The Company shall have the right to take immediate action, including termination of the service and severing of the connection, without notice to the customer when injury or damage to telephone personnel, plant, property or service is occurring, or is likely to occur, or
3. in the event of unauthorized use, where the customer fails to take reasonable steps to prevent the unauthorized use of the facilities or service received from the Company, or
4. in the event that service is connected for a customer who is indebted to the Company for service or facilities previously furnished, that service may be terminated by the Company unless the customer satisfies the indebtedness within 20 days after written notification. See Section 2.11.7 regarding Deferred Payment Agreements.

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Section 2 - GENERAL RULES AND REGULATIONS (cont'd)

2.9 SUSPENSION OR TERMINATION OF SERVICE (cont'd)

2.9.4 Termination For Cause Other Than Nonpayment (cont'd)

b. Prohibited, Unlawful or Improper Use of the Facilities or Service

Prohibited, unlawful or improper use of the facilities or service includes, but is not limited to:

1. The use of facilities or service of the Company without payment of tariff charges;
2. Calling or permitting others to call another person or persons so frequently or at such times of the day or in such manner as to harass, frighten, abuse or torment such other person or persons;
3. The use of profane or obscene language;
4. The use of the service in such a manner such that it interferes with the service of other customers or prevents them from making or receiving calls;
5. The use of a mechanical dialing device or recorded announcement equipment to seize a customer's line, thereby interfering with the customer's use of the service;
6. Permitting fraudulent use.

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Section 2 - GENERAL RULES AND REGULATIONS (cont'd)

2.9 SUSPENSION OR TERMINATION OF SERVICE (cont'd)

2.9.4 Termination For Cause Other Than Nonpayment (cont'd)

c. Abandonment or Unauthorized Use of Facilities

1. If it is determined that facilities have been abandoned, or are being used by unauthorized persons, or that the customer has failed to take reasonable steps to prevent unauthorized use, the Company may terminate telephone service.
2. In the event that telephone service is terminated for abandonment of facilities or unauthorized use and service is subsequently restored to the same customer at the same location:
 - a. No charge shall apply for the period during which service had been terminated, and
 - b. Reconnection charges will apply when service is restored. However, no charge shall be made for reconnection if the service was terminated due to an error on the part of the Company.

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Section 2 - GENERAL RULES AND REGULATIONS (cont'd)

2.9 SUSPENSION OR TERMINATION OF SERVICE (cont'd)

2.9.4 Termination For Cause Other Than Nonpayment (cont'd)

d. Change in the Company's Ability to Secure Access

Any change in the Company's ability (a) to secure and retain suitable facilities and rights for the construction and maintenance of the necessary circuits and equipment or (b) to secure and retain suitable space for its plant and facilities in the building where service is provided to the customer may require termination of a customer's service until such time as new arrangements can be made. No charges will be assessed the customer while service is terminated, and no connection charges will apply when the service is restored.

2.9.5 Emergency Termination of Service

The Company will immediately terminate the service of any customer, on request, when the customer has reasonable belief that the service is being used by an unauthorized person or persons. The Company may require that the request be submitted in writing as a follow-up to a request made by telephone.

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Section 2 - GENERAL RULES AND REGULATIONS (cont'd)

2.10 ADDITIONAL PROVISIONS APPLICABLE TO BUSINESS CUSTOMERS

2.10.1 Application of Rates

- a. Business rates as described in Section 7 and shown in Attachment B apply to service furnished:
 - 1. In office buildings, stores, factories and all other places of a business nature;
 - 2. In hotels, apartment houses, clubs and boarding and rooming houses except when service is within the customer's domestic establishment and no business listings are provided; colleges, hospitals and other institutions; and in churches except when service is provided to an individual of the clergy for personal use only and business service is already established for the church at the same location;
 - 3. At any location when the listing or public advertising indicates a business or a profession;
 - 4. At any location where the service includes an extension which is at a location where business rates apply unless the extension is restricted to incoming calls;
 - 5. At any location where the customer resells or shares exchange service;
- b. The use of business facilities and service is restricted to the customer, customers, agents and representatives of the customer, and joint users.

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Section 2 - GENERAL RULES AND REGULATIONS (cont'd)

2.10 ADDITIONAL PROVISIONS APPLICABLE TO BUSINESS CUSTOMERS (Cont'd)

2.10.2 Telephone Number Changes

When a business customer requests a telephone number change, the referral period for the disconnected number is 180 days.

The Company reserves all rights to the telephone numbers assigned to any customer. The customer may order a Customized Number where facilities permit for an additional charge as specified in Section 5.9 of this Tariff.

When service in an existing location is continued for a new customer, the existing telephone number may be retained by the new customer only if the former customer consents in writing, and if all charges against the account are paid or assumed by the new customer.

2.10.3 Deposits

Deposits will be returned to a business customer upon cancellation of service or after one year, whichever event occurs first, unless the customer is delinquent in payment, in which case the Company will continue to retain the deposit until the delinquency is satisfied. If a service is involuntarily discontinued, the deposit is applied against the final bill, and any balance is returned to the customer.

2.10.4 Dishonored Checks

If a business customer who has received a notice of discontinuance pays the bill with a check that is subsequently dishonored, the account remains unpaid and the Company is not required to issue any additional notice before disconnecting service.

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Section 2 - GENERAL RULES AND REGULATIONS (cont'd)

2.11 ADDITIONAL PROVISIONS APPLICABLE TO RESIDENTIAL CUSTOMERS

2.11.1 Application of Rates

Residential rates as described in Section 6 and shown in Attachment B apply to service furnished in private homes or apartments (including all parts of the customer's domestic establishment) for domestic use. Residential rates also apply in college fraternity or sorority houses, convents and monasteries, and to the clergy for domestic use in residential quarters.

Residential rates do not apply to service in residential locations if the listing indicates a business or profession. Residential rates do not apply to service furnished in residential locations if there is an extension line from the residential location to a business location unless the extension line is limited to incoming calls.

The use of residential service and facilities is restricted to the customer, members of the customer's domestic establishment, and joint users.

2.11.2 Telephone Number Changes

When a residential customer requests a telephone number change, the referral period for the disconnected number is 90 days.

The Company reserves all rights to any telephone number assigned to a customer for local service. The customer may order a Customized Number where facilities permit for an additional charge as specified in Section 5.9 of this Tariff.

When service in an existing location is continued for a new customer, the existing number may be retained by the new customer only if the former customer consents in writing, and if all charges against the account are paid or assumed by the new customer.

Issued: _____ Effective: _____
Issued By: Brandon B. Powell, Esq., Executive Vice President
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Section 2 - GENERAL RULES AND REGULATIONS (cont'd)

2.11 ADDITIONAL PROVISIONS APPLICABLE TO RESIDENTIAL CUSTOMERS (cont'd)

2.11.3 Deposits

a. General

Except as provided in (b) following, the Company may require a deposit, as described in Section 2.4.2 of this Tariff, from a residential customer who is applying for service if the customer: 1) has had service terminated for nonpayment once within the preceding six month period, or 2) is delinquent in payment. A customer is delinquent in payment if that customer has received two consecutive telephone bills without making payment of at least one-half the total arrears due on the due date of the second bill. A customer is not considered delinquent, however, if an amount in dispute is not paid before the dispute is resolved.

An existing customer is an applicant for service who was a customer of the Company within twelve months of making the request, provided that prior service was not terminated for nonpayment, unless service is requested within 10 days of such termination for nonpayment. Applicants for residential service and existing residential customers are permitted to pay deposits in installments over a period not to exceed 6 months.

A new customer is an applicant for service who has not been a customer of the Company within twelve months of making the request for service. A new customer shall not be required to post a security deposit as a condition of receiving telephone service.

A seasonal customer is an individual who applies for and receives telephone service periodically each year, intermittently during the year or at other regular intervals scheduled at the time of application. A seasonal customer may be required to post a deposit.

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